

North Carolina Department of Transportation

Third Party Provider Confidentiality Agreement

As a third party provider¹ to the North Carolina Department of Transportation (NCDOT), I agree that signing this Confidentiality Agreement and fully complying with all the terms and conditions are requirements for continuing to perform services for NCDOT. Further, compliance with this Agreement is material to the performance of the contract between NCDOT and the third party provider, the entity for which I work.

While working for NCDOT, I may have access to secure/confidential NCDOT information normally reserved for NCDOT employees. For the purposes of this Agreement, Non-public/Confidential Information may include, but is not limited to:

- Detailed financial information of NCDOT projects (project status, funding levels and limits, estimating amounts, invoicing)
- Professional Services Firms Proprietary Information (staffing levels, employee salaries, firm's overhead rates, audit reports, internal evaluations)
- Internal negotiations with consultant/contractors (RFP, technical proposal/presentations, internal ratings, contracting)
- NCDOT workloads and present/future allocations
- Selection of Professional Services firms for Professional Services contracts
- Source selection information
- Contractor bid or proposal information

I agree not to disclose any Non-public/Confidential Information relative to my assignments or that I learn about in the workplace. I further agree that I will only disclose, within NCDOT, any Non-public/Confidential Information to persons authorized to receive such information, as directed by my NCDOT supervisor.

I also agree not to reproduce any Non-public/Confidential Information relative to my work, except as authorized by my NCDOT supervisor. I also agree that, if I am requested to do so by my NCDOT supervisor, I will promptly return to the NCDOT supervisor all information that is in my possession. I also will promptly return all copies of those materials that are in my possession.

By executing this Confidentiality Agreement I agree that, in the course of performing my duties, I will not use my position, or any information contained in the Non-public/Confidential Information to further my own private interest, to further my business interest, or to further the private or business interests of another person or entity, whether through advice, recommendation or by knowing of unauthorized disclosure of information contained in the Non-public/Confidential Information.

I also agree that, as a third party provider under contract, neither I or my employing entity will be allowed to pursue work in the areas² they are providing third party services. Exceptions to this policy may be granted by the NCDOT Director of Technical Services, upon written request of the firm.

¹ Third-Party Providers are non-state employees, such as vendors, suppliers, individuals, contractors, and consultants, including their employees and agents, responsible for providing goods or services to the state. "Embedded" Third Party Providers are defined as those individuals who are physically located in a State facility either full time or part-time. In order to perform the requested services, a Third-Party may require access to agency information determined to be valuable to operations and/or classified as confidential by law.

² Areas are defined as the Unit/Branch/Division that the Third Party services are being provided.

To the best of my knowledge, neither I nor any members of my immediate family have a direct or indirect interest in any of the firms submitting information which conflict substantially, or appear to conflict substantially, with my duties as a member thereof. I agree that, if in the course of performing my duties and exposure to other Non-public/Confidential Information, I become aware that my continued evaluation of proposals would conflict with my own private interest, my business interest and that of my employer, or the private or business interests of an immediate family member, I will notify the contracting activity immediately in writing to my NCDOT supervisor and recuse myself from further work.

Further, if I become aware of actions by any other person working with the information whose personal conduct may be in violation of the prohibitions in this Agreement, I will immediately notify my NCDOT supervisor in writing of this possibility.

By executing this Confidentiality Agreement I recognize that I may also have access to trade secrets, proprietary information, technical data, or computer software submitted to NCDOT. I agree to abide by any restrictive markings on any such trade secrets, proprietary information, technical data, or computer software.

I shall take all necessary steps to ensure that no Non-public/Confidential Information provided to me be divulged or disclosed either orally, in writing, or electronically to anyone other than the proper officials of the NCDOT, or used for any other purpose, unless authorized in writing by the NCDOT. I understand that I must express the need for confidentiality with any individual consulted and inform the NCDOT of any circumstance that might appear to be a conflict of interest for me or my firm.

By signing this statement, I agree to be bound by the terms of this confidentiality Agreement and adhere to its terms and conditions, unless otherwise authorized by the North Carolina Department of Transportation or required by law.

As a Third Party Provider, I acknowledge and agree that failure to comply with this confidentiality Agreement may be considered a material breach of the contract and will result in denial of access to information at the NCDOT, termination of contract, and may subject me to criminal prosecution.

I have read this Agreement and I agree to comply fully with the following terms and conditions. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I agree to comply fully with the Agreement and I also acknowledge that I have been provided a copy of this Agreement.

Signed: _____

Date: _____

Name and Title: _____

Company: _____

Signed: _____

Date: _____

NCDOT UNIT MANAGER

Signed: _____

Date: _____

FIRM REPRESENTATIVE